

Notice of Called Meeting of the Presbytery of Transylvania

Dear Ruling Elder and Teaching Elder Commissioners:

Greetings in the Lord.

Pursuant to the Presbytery's Bylaws (section 1.2), the Coordinating Commission has called a Presbytery Meeting for May 1, 2018, at 5:30 PM at the First Presbyterian Church, Winchester, for these two purposes:

To hear a request from the First Presbyterian Church, Catlettsburg, that they be dismissed to the Evangelical Presbyterian Church;

To hear a request from the Chapel Hill Presbyterian Church, Lexington, that the church be dissolved.

This notice serves as notification to each teaching elder and session of the Presbytery of Transylvania. A meeting docket which will include all pertinent papers and reports will be posted to the Presbytery website (www.transypby.org) at least ten days prior to the meeting, to meet the standards in our bylaws (section 1.2).

If you have questions or need further information, please respond via email: statedclerk@transypby.org.

Peace,

The Rev. Jerry L. Utt, II
Stated Clerk

Church Closings and Dismissals Commission
Report to Presbytery
May 1, 2018

The Church Closings/Dismissals Commission moves that the Presbytery of Transylvania dismiss the First Presbyterian Church, Catlettsburg, to the Evangelical Presbyterian Church as outlined in the attached Dismissal Agreement. The First Presbyterian Church, Catlettsburg, has requested dismissal from the PCUSA to the Evangelical Presbyterian Church. Over several years, the former Commission on Ministry, an administrative commission, and the Church Closings/Dismissals Commission, have all worked with the church on the various issues involved in dismissing the church. Throughout this process, the church has continued to pay per capita and honor its commitments to the PCUSA.

The Church Closings/Dismissals Commission moves that the Presbytery of Transylvania concur with the request of the congregation and session of the Chapel Hill Presbyterian Church to dissolve the church; that the Administration Commission/Trustees be charged with the financial and physical maintenance and upkeep of the property; that the Coordinating Commission, working with the Church Revitalization and Development Ministry, study and propose uses for the building and grounds, reporting progress at each presbytery meeting; and that the final worship service of the Chapel Hill Presbyterian Church be on Sunday, May 20, 2018, at 11 AM.

AGREEMENT OF DISMISSAL

KNOW ALL MEN BY THESE PRESENTS the parties listed below do enter into this **AGREEMENT OF DISMISSAL**.

WITNESSETH the party of the first part, First Presbyterian Church, an Association in Catlettsburg, Kentucky and the parties of the second part, Presbyterian Church USA (PCUSA), Synod of the Living Waters and the Transylvania Presbytery of Kentucky and all acts being confirmed by the respective representatives with attached signatures below do hereby enter into this **AGREEMENT OF DISMISSAL** this ___1st___ day of ___May_____, 2018.

The party of the first part having requested, pursuant to the Book of Order, to be dismissed from the PCUSA and its respective subdivisions and the parties of the second part, being represented by a Closing Commission from the Transylvania Presbytery, have agreed to the following terms and conditions for the dismissal of the First Presbyterian Church, Catlettsburg to the Evangelical Presbyterian Church.

TERMS AND CONDITIONS

These terms and conditions of the **AGREEMENT OF DISMISSAL** shall be recorded in the Boyd County Court Clerk's Office in the Miscellaneous Book.

This Agreement of Dismissal will be referenced in a Deed setting out the terms, conditions, recitals and stipulations that will affect various claims and interests of property located in Catlettsburg, Boyd County, Kentucky which is the place of worship for the party of the first part.

The parties are aware there is potential litigation over the ownership rights and

interests of the real and personal property. In conformity with the Book of Order, and in an effort to avoid prolonged litigation, the parties of the first part and the parties of the second part do hereby agree to the following terms, conditions, recitals and stipulations.

1. The party of the first part have voted overwhelmingly to be dismissed from the parties of the second part to Evangelical Presbyterian Church. The Evangelical Presbyterian Church has confirmed with both parties they are willing and have accepted the party of the first part into the Evangelical Presbyterian Church.

2. The parties of the second part being PCUSA, the Synod of Living Waters and the Transylvania Presbytery will sign and execute all deeds tendered to them for the purpose of extinguishing any and all claims which they may have and quitclaim all interest to the real property which is the subject of this agreement upon fulfillment of the terms set forth herein.

3. The total consideration for the parties of the second part quitclaiming all interest they may have to real property occupied by the party of the first part shall be as follows: The party of the first part, shall, for a period not to exceed ten (10) years but be no less than five (5) years, pay to the parties of the second part fifteen thousand dollars (\$15,000.00) in no less than one-thousand five-hundred dollar (\$1,500.00) increments for the ten (10) year period. Upon the fifth anniversary date of the signing and execution of this document, if so desired by the party of the first part, the party of the first part may pay the balance which is owed of the fifteen thousand dollars (\$15,000.00), complying with and satisfying all the provisions of this paragraph. This provision is to be considered a lease purchase for the interest the parties of the second part have in land which is the current place of worship for the party of the first part.

4. The party of the second part shall have a right of reversion to the party of the first part for a period of ten (10) years which is inclusive of that term of years which is stated in the

previous numerical paragraph three (3). The right of transfer shall terminate on the ten (10) year anniversary date of the signing and execution of this document, so long as all terms set forth herein have been met.

5. The right of reversion will only inure to the benefit of the parties of the second part in the event the Evangelical Presbyterian Church dismisses the party of the first part, without the party of the first part going into and being accepted by another reformed denomination. If the Evangelical Presbyterian Church releases the party of the first part to another reformed denomination then no reversion would occur.

6. The party of the first part shall obtain liability insurance in an amount sufficient to indemnify and hold harmless the parties of the second part. Any insurance obtained, indemnifying and holding harmless the parties of the second part, shall only be for the purposes of liability. The party of the first part will obtain insurance for property damage and destruction due to fire loss or other catastrophic event. The party of the first part shall be the sole recipient and beneficiary of any and all proceeds of this policy. This paragraph is only to be in affect so long as the parties of the second part have not been fully paid the fifteen thousand dollars (\$15,000.00) due from the party of the first part. Upon the payment in full of the fifteen thousand dollars (\$15,000.00), the party of the first part has no obligation to obtain insurance listing the parties of the second part as additional insureds.

7. Any improvements to the subject property, would be included and transferred to the parties of the second part in the event of a reversion within the ten (10) year period. The parties of the second part will agree to sign any and all documents which are necessary for the purpose of collateralizing the property within the ten (10) year period. The party of the second part shall not be responsible for any debt or expenses related to said collateralization, except to

the extent the property would stand as collateral and security for any indebtedness, loan or mortgage on said property. The remaining balance of the monies owed the parties of the second part under this agreement shall act as a superior claim to any further collateralization and shall not be subrogated to such.

8. Upon the tenth (10th) anniversary of the signing and execution of this document, and upon the fulfillment of all terms contained herein, the right of reversion would cease to exist and the parties of the second part would have no claim whatsoever, to the realty or the improvements thereon. Further, beginning on the date of the signing and execution of this agreement, the parties of the second part will have no claim to any personalty, of any kind and nature, including but not limited too all bank accounts, vehicles, moveable or intangible property, which are in the name of the party of the first part.

This agreement and the provisions contained herein shall apply to, bind, and inure to the benefit to all successors, legal representatives and assigns.

This is the full and exclusive agreement of the First Presbyterian Church, Catlettsburg, the party of the first part and PCUSA, the Synod of Living Waters and the Transylvania Presbytery, the parties of the second part. The individuals as Trustees and Elders on behalf of the party of the first part have signed solely in their capacity as the representatives of First Presbyterian Church, Catlettsburg. Further, the signatures on behalf of the Transylvania Presbytery, the Synod of the Living Waters and PCUSA are attached and affixed hereto, by persons in their representative capacity as the Board of Trustees with the authority to bind the parties of the second part.

This agreement represents the entire agreement between the parties. This agreement may not be changed, amended, altered or modified except by written document and consent of all parties.

WITNESSETH this _____ day of _____, 2018.

CLERK
FIRST PRESBYTERIAN CHURCH, CATLETTSBURG
BY AND THROUGH THE TRUSTEES AND SESSION

CHAIR OF THE TRUSTEES
TRANSYLVANIA PRESBYTERY by on on behalf of itself and;
SYNOD OF THE LIVING WATERS
PRESBYTERIAN CHURCH USA (PCUSA)

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, acknowledged and sworn to before me this _____ day of _____ 2018, by _____, as agent for The Presbytery of Transylvania (U.S.A.), Inc., a Kentucky corporation, for and on behalf of the corporation.

Notary Public
My commission expires: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOYD)

The foregoing Agreement was subscribed, acknowledged and sworn to before me this _____ day of _____, 2018, by _____.

Notary Public
My commission expires: _____

STATE OF KENTUCKY,

COUNTY OF BOYD,

I, _____, Clerk of the Court for the county aforesaid, do certify that on this day this Agreement of Dismissal was received and lodged in my office for record, and that I have truly recorded it, together with this and the foregoing certificate thereon endorsed, in Miscellaneous Book _____ at Page _____ in my said office.

Witness my hand this _____ day of _____, 2018.

CLERK, BOYD COUNTY

DEPUTY CLERK

Dear Commissioners of the Presbytery of Transylvania:

At the request of the Chapel Hill Session and Congregation, one of the actions being considered at this called meeting of the Presbytery is the dissolution of the Chapel Hill Presbyterian Church in Lexington, KY. The leaders at Chapel Hill have not come to this decision lightly or quickly. The church has experienced significant declines in membership and worship attendance over the past 10-15 years. They have looked at their community, experimented with new programs and different ways of reaching out. The energy of the leaders and the congregation is at a low point. Finances are stressed and with a \$400,000 mortgage and building maintenance needs on the horizon, it has become an unsustainable situation. We believe their decision is a courageous one. Instead of holding on until the last dollar is spent and the final member leaves, they are living into a faith that speaks of resurrection.

In times like this, the innate desire of those around the Presbytery will be to ask, "Why?". Why did this happen? It's a natural question, and you may have others. The answers and reasons behind this decision are complex and multi-faceted and will take time to discern and, to be honest, are irrelevant in the face of a faithful group of people who have carefully and prayerfully considered their future and concluded that the ministry given to them has been accomplished. As a Presbytery, we may differ on whether this action is the right path for Chapel Hill Church and we all have the right to our own opinion about the matter. Yet the reality is, we trust those at the congregational level to advise us as to the best path forward for their church and the Presbytery.

The Chapel Hill congregation will gather on May 20th to celebrate the ministry and impact of their life together. Our hope is that sister churches across the Presbytery will lift them up in prayer that day. May 27th will be their final public worship service. While we are ending the public witness of the congregation on May 27, 2018, their legacy and impact will last for many generations.

For some, this action will seem sudden and there will be questions about what the Presbytery will do with the property. At this time, we are looking at various options but have not settled on anything. We intend to proceed deliberately. We understand that if the property is sold, we will be giving up a prime space for future ministry. Once we have done the work and considered the options, the Coordinating Commission and Trustees will bring a recommendation to the Presbytery. We hope to have an update at the August meeting.

It would be appropriate at this meeting if a motion were made to examine the factors and conditions leading to the closure of Chapel Hill and bring findings to a future Presbytery meeting for discussion and consideration. We can learn from the life and ministry of this church and in the process, strengthen our common mission. It would be appropriate that any such motion be referred to the Revitalization and Development Ministry or to a special task force appointed to accomplish this task.

Remember to pray for the Chapel Hill congregation as the closing date approaches.

In Christ,

Philip Lotspeich
General Presbyter

Jerry Utt
Stated Clerk